

ARTICLE I AGREEMENT

The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Alum Rock Union Elementary School District ("District") and the Alum Rock Educators Association, ("Association") an affiliate of CTA/NEA, the exclusive representative.

This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act"). This Agreement shall remain in force and effect from July 1, 2024 through June 30, 2027. There will be reopeners on Article 16 Salary and Article 17 Benefits and one (1) additional article from each team for the 2025-2026 and the 2026-2027 school years, with reopener negotiations commencing prior to March 1, 2025. In the event a new contract has not been agreed to by June 30, 2027, this Agreement shall continue in force until a successor Agreement is reached. This Agreement shall supersede any rules, regulations, policies, procedures, or practices of the District which are, or may in the future be, contrary to or inconsistent with its terms.

The District shall not discriminate against any employee on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, sexual orientation, physical handicap, membership in the Association or participation in the activities of the Association. This Section is subject to the complaint procedure only.

The District agrees to take affirmative action to ensure that under-representation and under-utilization at all levels of responsibility for members of minority ethnic groups and/or men/women will be corrected. This Section is subject to the complaint procedure only.

Under the terms and conditions of this agreement, the parties agree that the relationship between members and the District shall be based on the principles of equity, just cause and due process.

Academic freedom shall be guaranteed to all employees in accordance with District policy, procedures, and State and Federal laws.

The personal life of the employee shall not be of concern to the employer unless it prevents the member from performing the member's assigned functions. The employee is entitled to full constitutional right of citizenship, and the member's religious or political activities are not grounds for discipline or discrimination with respect to the member's professional employment, as long as he/she does not violate any local, state, or federal law.

The parties recognize that the Board of Trustees has the responsibility and authority to manage and direct all the operations and activities of the District and that all lawful rights and authority of the Board of Trustees not modified by this agreement are retained by the Board of Trustees.

ARTICLE III NEGOTIATIONS

No later than February 1, 2027, unless mutually agreed upon, both parties shall, in good faith, meet and negotiate items within the scope of representation. Any agreement reached between the parties shall be reduced to writing and signed by them.

The District and the Association may discharge their respective duties by means of authorized officers, individuals, representatives, or committees.

Negotiations shall take place at mutually agreed times and places.

The Association shall receive a total of 115 days of release time annually, without loss of compensation to the employee. The Association shall certify that the business is Association business, and shall reimburse the District the cost of substitute(s). These days shall be entered into the sub system by the Association President or designee. These days may be in whole or half days (or as described in 6.7). Upon receipt the Association will reimburse the District for all other teacher release time unless specifically approved by District Administration.

Upon request, the District shall furnish the Association with two copies of any non-confidential documents or information, records, data, worksheets, and budgetary materials which may be relevant to the negotiations.

Upon request, the Association shall provide the District with two copies of any non-confidential documents or information, records, data, worksheets, and budgetary materials which may be relevant to the negotiations.

Thirty (30) days after ratification of the Agreement, the District shall provide a copy of this contract to each member of the bargaining unit. The District shall provide a copy of this contract to each new bargaining unit member upon employment. The Association shall receive at least twenty (20) copies of this contract. Copies of new salary schedules, calendars, etc. and side letters of agreement shall be provided by the District to each employee within thirty (30) business days if ratification occurs during the teaching term, or sixty (60) business days if ratification occurs during the summer.

Authorized representatives, officers, and committees of the Association may conduct Association business at reasonable times. Such business will not interfere with the primary job functions of employees.

ARTICLE IV CALENDAR

4.1 Definitions - See Glossary for the following:

1. Calendar Days
2. Business Day
3. Work Year
4. Teaching Day
5. Teaching Term
6. Planning/Preparation Day

4.2 There shall be two (2) Planning/Preparation days scheduled prior to the first day of school. Up to two (2) hours of administrative required meetings may be held on one (1) of the Planning/Preparation Days.

For the 2023 -2024 school year the work year, as defined and used in this agreement, shall be a one hundred eighty-three (183) day work year and shall consist of one hundred eighty (180) instructional days, two (2) planning/preparation days, and one (1) day of professional development. Beginning in the 2024-2025 school year the work year shall be defined as and used in this Agreement shall be a one hundred eighty-four (184) day work year and shall consist of one hundred eighty (180) instructional days, two (2) planning/preparation days, and two (2) days of professional development.

4.3 The Association and the District shall jointly schedule and plan the two (2) professional development days: for the purpose of Section 4.3, "planning" is intended to mean and include direct input and agreement by both parties into the content of the professional development days.

Article IX

Hours

- 9.1 Schools and/or alternative programs within a school, by two-third (2/3) majority vote of their teachers, shall have the option of recommending to the principal the arranging of their day so that students arrive and depart at varying times. (Staggered Programs)
- 9.2 The work day for unit members shall be four hundred and five (405) minutes on campus. This time shall include at least twelve (12) minutes before the unit member's assigned class is scheduled to begin, a duty-free lunch period, all breaks and recesses, and at least twelve (12) minutes after the unit member's instructional day. The duty-free lunch may be taken off-campus.
- 9.2.1 At the request of a teacher(s) involved and with notification to the Association's President, the principal shall have the authority to permit teachers divergence from the regular work day not to exceed the 405 minute work day.
- 9.2.2 Forty (40) consecutive minutes of duty-free lunch shall be provided each unit member. Unit members in any school may opt for less than forty (40) minutes, but not less than thirty (30) consecutive minutes, by a two-thirds (2/3) vote of all unit members. All unit members, based on such vote, shall have the same amount of duty-free lunch time. The vote shall be taken annually.
- 9.2.3 Unit members, as a staff, may recommend to the principal starting and ending times and scheduling. These times are set annually by the Board.
- 9.2.4 Students' instructional day shall begin when the teacher meets his or her students at the designated assembly point. As a result of the resolution to Grievance #27 reached between the ARUESD and AREA pertaining to Start Time, the parties agree that teachers shall be with their students at the time the beginning of day bell rings. This means that, for example, if students are assembled at the blacktop as part of the morning routine, teachers will be physically with their students ready to proceed to class at the time the bell rings. Further, both parties agree that a warning bell would be helpful in preparation for a smooth opening.
- 9.2.5 Walking students to and from lunch shall not be a part of a member's duty-free lunch.

9.3 Except as otherwise provided in this Article IX, sections 9.3.1.2.4 and 9.5, the length of times for student instruction shall be:

Transitional Kindergarten (TK) /Kindergarten	200
Grades 1, 2, 3	290
Grades 4 - 8	310

9.3.1 Teacher Preparation Time

Any time left after subtracting the staggered time in Section 9.1 and the student instruction time in Section 9.3 from four hundred and five (405) minutes shall be teacher preparation time. Teacher preparation time is that part of the employee's workday excluding instructional time. It shall be work time used for program duties and curriculum activities. Teacher preparation time may be taken before or after student instructional time, and shall not be used for substituting in other classrooms.

9.3.1.1 Kindergarten teachers shall work and receive at least sixty (60) minutes of the teacher preparation time in instructional activities with Kindergarten and/or primary students according to a mutually agreed upon set daily schedule set by the teacher.

9.3.1.2 4-1 Schedule

9.3.1.2.1 The District shall implement a 4-1 schedule district-wide. A 4-1 schedule is understood to mean a school week in which the instructional minutes for each school day are rearranged to provide four (4) days of fifteen (15) minutes longer instruction and a modified day of sixty (60) minutes shorter instruction on Thursday of each week. This modification shall not increase the teacher workday of 405 minutes.

9.3.1.2.2 The sixty (60) minute block of time created by this 4-1 schedule shall be teacher-directed. This time is subject, but not limited to the following activities: grade/subject level meetings, special program/events, parent conferences, long-term planning, class visitation in other districts (with administrator approval), cluster meetings with other schools (with administrator approval), and team planning.

9.3.1.2.3 The Association agrees to encourage all teachers to participate in a variety of activities which will promote and enhance the educational program at their school. Teachers shall be required to work their contractual workday and no teacher shall leave the campus during this period of time without administrator approval.

9.3.1.2.4 The length of times for student instruction shall be adjusted for the 4/1 schedule as follows:

Grade Level	Days of Week	Minutes	Day of Week	Minutes
TK/Kindergarten	MTWF	200	Thursdays	200
Grades 1, 2, 3	MTWF	305	Thursdays	230
Grades 4 - 8	MTWF	325	Thursdays	250

9.3.2 Teacher Substitutes - Shortage/Emergency

A substitute emergency exists when a teacher is detained for a short period of time, a teacher has to leave his/her class on an emergency, pending the arrival of a substitute, or substitute services cannot provide a substitute.

9.3.2.1 On professional development days, the District shall recall unit members back from professional development first, before directing unit members at a site to cover classes.

At the elementary level, when there is a substitute shortage, the District shall pay the unit members receiving students the substitute rate prorated by the number of teachers taking on additional students.

At the middle school level, unit members are paid the extended duty hourly rate for covering a class during their prep (9.9.1.1).

9.3.3 The unit members shall share equally in providing supervision.

9.3.3.1 A duty schedule shall be developed by the building principal or designee at the school site and shall include before school, recesses, and after school. The length of after school supervision shall not exceed twelve (12) minutes, except in extraordinary circumstances and shall count as part of the four hundred and five (405) minute work day.

9.3.3.1.1 Should the designee(s) be a unit member(s), release time or extended duty time shall be provided. The principal shall assume responsibility for the duty schedule.

9.4.1.1.1 Resource specialists (K-5), SDC teachers, psychologists, speech and language pathologists, adapted physical education specialists, music teachers, and itinerant teachers shall not be included in any duty schedule.

9.4 Meetings

9.4.1 Unit members shall not be required to attend more than two (2) hours of meetings per week nor more than thirty-five (35) hours of meetings per school year outside the unit member work day. Any fractional part of an hour that extends beyond the first hour shall count as a full hour.

9.4.1.1 Unit members shall be given one week's notice of required District/School meetings, other than staff meetings, and a two (2) work day notice for required staff meetings.

9.4.1.2 Meetings shall not conflict with local, state and/or national election days.

9.4.1.3 Unit members may, with the approval of the site administrator, leave early on days when night meetings are scheduled, to compensate for the time required to remain until the end of the night activity.

9.4.2 Any staff meeting shall have an agenda that allows for input and will be emailed and/or published 24 hours in advance of the meeting.

The entire staff shall meet as one group at a staff meeting, at least once per month to address all school wide issues and concerns.

9.4.3 Required meetings (9.4.1) may be held before or after school as determined by two thirds (2/3) vote of the staff Those held after school shall begin no later than within

twenty (20) minutes of the dismissal of all students. The Kindergarten day shall not be used as a basis for determining starting times of meetings held after school.

9.4.4 Any portion of a meeting scheduled on a minimum day which extends beyond the unit member work day shall be counted as one of the thirty-five (35) hours (9.4.1). The unit member shall not be required to remain in a meeting scheduled on a minimum day which extends beyond the unit member's work day unless required under 9.4.3.

9.4.5 No more than four (4) night meetings shall be required per school year.

9.4.5.1 End of the year promotion ceremonies at middle schools, held outside the workday, shall be counted as one (1) of the thirty-five (35) hours of meetings per Article 9.4.1.

9.4.6 Upon written request from at least two-thirds (2/3) of the on-site/unit employees, the principal/administrator in charge shall call a special faculty meeting at which he/she shall be present. These meetings are not included in the 9.4.1 limitations. The agenda of the special faculty meeting shall be limited to items included in the request and shall be included with the announcement of the special faculty meeting.

9.4.7 District or Site meetings, not including Governing Board meetings, shall not be held on Monday when regularly scheduled Alum Rock Educators Association meetings are conducted.

9.4.8 Individualized Education Program (IEP) Case Managers may schedule IEP team meetings at a time mutually agreed to by the IEP team who shall attend the IEP meetings. For the purposes of this Agreement, the IEP team members include any administrator and AREA bargaining unit member who shall be in attendance at the meeting.

If an AREA unit member attends an IEP meeting during their prep period or outside the four hundred and five (405) minute workday, the AREA unit members of the IBP team will receive the extended duty hourly rate in accordance with Article XVI Section 16.6 of the District and AREA Collective Bargaining Agreement. Timesheets must be submitted by AREA bargaining unit members for extended duty pay per this Agreement. Timesheets must be submitted within 30 days of the IEP to the site administrator. The teachers shall be paid out of District funds, not school site funds.

The District agrees that neither IEP nor SST meetings can be required after the instructional day on Thursdays. Such meetings scheduled during this time are considered voluntary and shall be paid.

The rules specified above shall also apply to Student Success Team (SST) meetings.

9.5 Report Card Preparation and Parent Conferencing

There shall be thirteen (13) minimum days: twelve (12) of which shall be for report card preparation and a parent-teacher conferencing period as specified on the calendar, one (1) of which shall be for an Association meeting. The thirteen (13) minimum days shall each have eighty (80) minutes of non-student contract time at the end of the instructional day. Arrangement of time shall be mutually determined.

TK/Kindergarten	200 minutes
Grades 1 - 3	210 minutes
Grades 4 - 8	230 minutes

9.5.1 Kindergarten teachers shall combine AM/PM classes for the purpose of report card preparation and parent teacher conferences. Kindergarten teachers have the right to mutually agree on another option.

9.6 Itinerant teachers may use the twelve (12) minutes before class to conduct business at the District Office or other District site.

9.7 Specialists and prep providers will begin direct service to students no later than five (5) school days after the start of school and shall maintain service through the last day of school.

9.8 Employees may be required by the site administrator to sign in and out. The procedure used will be mutually agreed upon by the staff and site administrator.

9.9 Preparation Time

9.9.1 Middle School Level

The District shall provide, at each middle school, one preparation period per instructional day for each teacher. The preparation period shall result in five (5) periods of instruction in a six period day. The preparation period will be approximately 50 minutes in length and the equivalent of a teaching period. This preparation period shall be scheduled for the same time each student day and at the same period each student day. No A/B schedule shall be implemented. The preparation period shall result in reduced student contact time to be used for preparation.

9.9.1.1 Middle school teachers shall receive the extended duty hourly rate for substitute service during a preparation period. The administrator shall consider volunteers.

9.9.1.2 All middle school SDC and RSP teachers shall have two (2) preparation periods per day. One preparation period shall be used for teacher directed preparation, and the other preparation period shall be used for special education services including, but not limited to, preparation for conducting IEPs, SSTs, assessing students, and writing IEPs.

9.9.2 Elementary Level

9.9.2.1 The District shall provide two (2) preparation periods per week for each teacher in grades 4-6, approximately 50 minutes in length. Music and PE prep teachers shall provide the instruction for these prep periods.

9.9.2.2 Teachers at the elementary level shall receive the extended duty hourly rate for a missed preparation period. Teachers shall submit a claim for payment to the designated administrator on a monthly basis.

9.9.2.3 All RSP teachers at the elementary level (K-5) shall have the equivalent of two (2) 50 minute prep periods per week for special education services including but not limited to, preparation of conducting IEPs, SSTs, assessing students, and writing IEPs.

9.9.3 The preparation period schedule shall be prorated for minimum days, so that all teachers receive their preparation period.

9.10 Any unit member who teaches a zero (0) instructional period, or a seventh (7th) instructional period, that extends beyond the 405 minute workday, shall be paid an additional .20 (twenty percent) of their salary.

9.11 Prep Period Changes for Mandated State Testing.
(only for: CAASPP ELA and Mathematics, CAA for ELA and Mathematics, and CAST)

The testing window for all District schools shall be at least ten (10) days within the overall five (5) week District testing window.

The daily testing minutes for the District's schools during the ten (10) days of testing shall not be limited to the first 100 minutes of each day.

The District's responsibilities shall be:

1. Alum Rock Elementary School District will develop a testing schedule for each school site which shall be provided to all teachers via e-mail no later than two weeks before the testing window opens.
2. Alum Rock Elementary School District will provide a team of substitute teachers who will be assigned to provide extra support for teacher prep periods.
3. During the ten (10) days of testing, 4- 8 grade teachers will receive a shortened prep period of at least 30 minutes similar to the minimum day schedule.
4. During the ten (10) days of testing, the District shall pay the extended duty hourly rate to each 4-8 grade teacher who receives any prep period less than 30 minutes.
5. The District shall pay each teacher in grades 4-8 one and one half times the amount of extended duty hourly rate of pay for any prep period missed or for any prep period less than fifty (50) minutes for the 4-5 teachers or for any prep period less than a "Regular Day Schedule" prep period at the middle school after the ten *(10) days of testing during the five (5) week testing window for the teacher's school sites.
6. The teachers shall be paid out of District funds, not school site funds.

* The 10 testing days referenced above are days when prep periods are modified.

ARTICLE X
CLASS SIZE

10.1 Class size means the number of students for whom an employee has responsibility at any given time. Class size shall not exceed:

	<u>Maximum</u>
TK	20
K-3	24
4-8	31
Bilingual Classes	30
Combination Classes	28
Physical Education (Average over day)	33
(Not to exceed 38)	
Specialized Academic Instruction	12
Adapted Physical Education (Case Load)	55
Speech (Case Load)	55
Resource Specialist Program (Case Load)	28
(Limit of 12 at any one time)	
Autism (Special Day Class)	10
Emotionally Disturbed Class (Special Day Class)	10
Intellectual Disability Class (Special Day Class)	10
Non-Categorical (Special Day Class)	12

Instrumental Music and Choir are not subject to the above class sizes.

If more than 50% of students in a special education class meet the primary eligibility of emotional disturbance, autism, or intellectual disability, class size will default to class size limits set for those specific programs.

Any funds that are approved, allocated, and distributed by the State to the Alum Rock Union Elementary School District for the purpose of class size reduction will be negotiated with AREA prior to implementation.

TK-8 Class Size Overage Limits

Effective upon full ratification of this Agreement, excess student overages shall be limited to three (3) students over these class size maximums for grades TK-5

Effective upon full ratification of this Agreement, the not-to-exceed limit for PE classes of 38 students for grades 6-8 is a hard cap and shall not be exceeded.

Effective upon full ratification of this Agreement, Speech and RSP caseloads are a hard cap and shall not be exceeded.

For the 2022-2023 school year, excess student overages shall be limited to four (4) students over these class size maximums for grades 6-8. Beginning in the 2023-2024 school year,

excess student overage shall be limited to three (3) students over these class size maximums for grades 6-8.

10.1.1 Overage Payments

After the fifteenth (15th) instructional day of school, any employee, with the exception of instrumental music and middle school choir whose class sizes exceed these limits shall be paid four dollars (\$4.00) per excess student per hour/middle school period, not to exceed twenty dollars (\$20.00) per excess student per day for self-contained classes.

10.1.2 The excess class size stipend shall be made in two payments. The first payment will be for excess students during the months of August/September - December. Teachers complete and submit documentation for months 2 - 4 at the end of December. The District will pay all stipends by February 10th if all required documentation, submitted accurately and completely with required signatures, is received no later than January 10th.

10.1.3 The second payment will be for excess students during the months of January - June. Teachers complete and submit documentation for months 5 - 10 by the last day of instruction. The District will pay all stipends by July 10th if all required documentation, submitted accurately and completely with required signatures, is received no later than the last day of instruction in June. AREA and the District shall negotiate the process and form(s) used for class size overage payments.

10.1.4 Unit members teaching physical education shall receive the overage payment if their total student contact exceeds 165 and/or individual class size exceeds 33.

10.1.5 Special education students shall be counted in the class size whenever they are placed in the regular education classroom.

10.1.6 To the extent that there are available applicants who meet the posted requirements, bilingual paraprofessionals will be assigned to classes based on proficiency in the languages of instruction. Upon request, the District shall provide the Association with current applicable data.

10.1.7 Class sizes shall be loaded at the beginning of the year within I (one) student by teacher within the grade level at the elementary school. This will be the practice unless otherwise agreed to by the affected teachers.

10.2 Ratios

- 10.2.1 Special Education teachers, speech therapists, nurses, psychologists, counselors, librarians, prep providers, resource teachers, coaches or traveling music teachers are not to be counted in establishing the Average Student Ratio for school or District.
- 10.2.2 Other specialists count in determining Average Student Ratio when their primary job function requires working with groups of students without the presence of the regular classroom teacher.
- 10.2.3 The district shall maintain at least twelve (12) counselor positions (equivalent to 12.0 FTE) which may not be eliminated except the process of attrition.
- 10.2.4 The District shall maintain at least the number of school psychologists to provide basic, non-categorical services necessary to maintain the ratio of one (1) psychologist per one thousand (1,000) students.

The District shall maintain at least the number of nurses at the ratio of one (1) nurse per three thousand (3,000) students.

Staff level adjustments to maintain this ratio shall be determined and made based upon previous year's May enrollment.

- 10.2.5 In laboratory classes, the number of students shall not exceed the number of basic work stations available. Basic work stations are defined as "an assigned location where a student normally spends the majority of his/her class time" and which contains the implements necessary for a student to work safely, subject to the provisions of the applicable Education Code.

- 10.2.6 The District shall establish and maintain staffing of the instrumental music program equivalent to the following formula:

One (1) middle school or jazz band conductorship equates to a .5 FTE.

One (1) elementary school or assistant jazz band conductorship equates to a .25 FTE.

The District Jazz Program shall be maintained as a whole at 1.0 FTE.

Assistant conductorships for the District Jazz Program may be divided into other than .25 FTE's as long as all assigned parties to the Jazz Program agree.

- 10.2.7 Administratively directed regrouping of students for instruction for more than a total of twenty (20) minutes/per day, between teachers shall not result in a class size that exceeds the limits as stated in the Article 10.1.
- 10.2.8 Special Education Paraprofessionals

Any Special Education teacher who does not receive instructional assistance on any instructional day because of a vacancy or unfilled paraprofessional position and for which no substitute is provided, shall receive fifty dollars (\$50.00) per day, per paraprofessional for missed assistance. The amount of assistance currently provided for each individual Special Education teacher shall not be diminished, except upon extraordinary circumstances including, but not limited to reduction in class size or changes in student IEPs.

10.3 Mainstreaming Special Day Class Students

10.3.1 Placement of mainstreamed special day class students in all schools shall be equitable throughout all available self-contained classes/periods.

10.3.2 No TK-8 self-contained class shall receive additional mainstreamed SDC students until all classes at the grade level have received 1 (one) mainstreamed student.

No middle school class shall receive additional mainstreamed SDC students until all subject area classes at the period have received 1 (one) mainstreamed student. The same process applies for any additional students.

ARTICLE XVI SALARY

16.1 Salary Increases

For the term of this agreement:

All AREA unit members employed during the 2024 – 2025 school year shall receive a onetime off-schedule payment equal to 1.00% (one percent) on the 2023 -2024 salary schedule. AREA members who were not employed full time or not employed during the entire instructional year shall have this amount pro-rated. In exchange, the District and AREA agree to form a subcommittee, comprised of 3-5 equal members of the bargaining unit and the district, to explore how to increase the Kindergarten minutes up to a full day. The subcommittee shall be advisory and informational only, and any changes in working conditions shall be bargained between the District and AREA. The subcommittee shall meet no less than 4 times during the 2025-2026 school year. AREA members shall be given release time from the classroom for this purpose.

There shall be reopeners for the 2025-2026 and 2026-2027 school year which shall commence no later than February 1st, 2025.

16.1.1 Psychologists, Speech and Language Pathologists, and School Nurses shall be paid according to the Nurses, Psychologists, and Speech Therapists Salary Schedule.

16.2 Classification of Professional Preparation

16.2.1 Employees shall be placed on the appropriate column of the salary schedule in accordance with the units of advanced preparation they have completed. Reassignment to a higher classification shall become effective at the beginning of the next contract year after the new classification requirements have been met.

16.2.2 Unit Conversion

Quarter units are converted to semester units by multiplying the quarter units by two-thirds ($\frac{2}{3}$). If this multiplication results in a fraction that, when added to the other semester units, is within a half unit from the required units for qualifying for the next column, then the fraction shall be rounded up to the next whole number and the employee shall be placed on the next column.

16.2.3 Unit Approval

Units for salary credit will be submitted for approval to the Assistant Superintendent of Human Resources. Information regarding the units, the decisions of the Assistant Superintendent and the reasons for negative decisions shall be forwarded to the Association. Credit for upper division units (and those authorized under Section 16.2.3.1) submitted after July 1, 1976 from an accredited college or university shall be approved if they meet any of the following requirements:

- A. any course which will increase the educational competence of any employee, in a subject area offered in the District;

B. any course taken by an employee in preparation for a credential or degree for a position which is included in the staff of the District.

16.2.3.1 Any teacher shall get approval for lower division units taken to maintain or develop language skills needed for instruction of EL students, Early Childhood Education (ECE), or to develop skills in classroom computer technology.

16.2.4 Unit Placement on Salary Schedule

All completed units shall be credited to a member's placement; and position on; and movement of step or column, effective twice each school year; on September 1st and /or on February 1st.

(1) To receive such credit retroactive to the first day of school in a school year, all completed units must be submitted to the Department of Human Resources on or before the close of business on the last workday in August. The new placement and salary shall be reflected on the member's pay warrant effective for the month of October. An official record of course completion, when issued, will be required for confirmation of these courses. The official record of course completion shall be filed with the Department of Human Resources by September 15th.

(2) To receive such credit retroactive to February 1st of the current school year all completed units must be submitted to the Department of Human Resources on or before the close of business on the last workday in January. The new placement and salary shall be reflected on the member's pay warrant effective for the month of March. An official record of course completion, when issued, will be required for confirmation of these courses. The official record of course completion shall be filed with the Department of Human Resources by February 15th.

Grade cards, when issued, will be required for confirmation of these courses. These cards shall be filed with the Department of Human Resources. The District shall provide each employee prior to May 1st, of each year, a statement of the number of units that the District has on file for him/her.

16.2.5 The District shall reimburse employees pursuing a credential or other certification in a District-declared special needs area for the cost of books, tuition, and fees, not to exceed \$2,000.00 per employee per year. By May 31st of each school year, the District shall declare the areas of special needs for the following school year. In order for an AREA bargaining unit member to be eligible to receive book/tuition fees reimbursement pursuant to Article 16.2.5, said member must be assigned to a District-declared special needs area at the time the member's book/tuition/fees expenses are incurred.

16.3 Classification of Professional Experience

16.3.1 Initial Step Placement and Transfer

Employees shall be given full credit, on a year-to-year basis, up to ten (10) years at the time of initial placement on the salary schedule for previous teaching experience.

Teaching experience, for salary schedule placement purposes, shall include all similar experience in positions requiring equal certification qualifications.

16.3.2 Step Requirements

The advancement on the salary schedule shall be at the rate of one step for each year of teaching experience. If an employee is employed for at least seventy-five percent (75%) of a school year, he/she shall be given credit for that year's experience for salary schedule advancement purposes. Two (2) consecutive years equaling one hundred percent (100%) shall be counted as one (1) year's credit.

16.3.3 Career Increments

Employees who have completed fourteen (14) years, nineteen (19) years, and twenty-four (24) years of credited service to the District shall receive career increments.

Effective July 1, 2024, the base for the increment at Year 15 shall be \$3,269, Year 20 shall be \$4,579 and Year 25 shall be \$5,889.

16.3.4 Higher Degree Stipend

Unit members who hold a Masters Degree or a National Board for Professional Teaching Standards Certificate (NBPTSC) shall receive an annual total stipend of One Thousand, Nine hundred and twenty-five Dollars (\$1,925.00); If the unit member has a Doctorate Degree then the unit member shall receive an annual total combined stipend of Two Thousand Dollars (\$2,000.00). No unit member may earn more than one NBPTSC stipend/higher degree stipend each year for a graduate higher degree/doctorate degree or NBPTSC. Graduate and doctorate degrees must be verified by submitting an official transcript from a college or university accredited by an accrediting agency recognized by the U.S. Department of Education's Office of Post-Secondary Education as qualified to accredit colleges and universities in the degree subject conferred. The last day for filing transcripts and the NBPTSC is on or before the close of business on the last workday in August. Unit members who file transcripts/NBPTSC after this date will begin receiving their stipend beginning the following school year.

16.3.5 Bilingual Teacher Stipend

Effective July 1, 2019, an annual stipend of \$500 (five hundred dollars) shall be paid to members who hold a BCLAD credential. Effective July 1, 2019, an additional annual stipend of \$3,000 (three thousand dollars) shall be paid to members who hold a BCLAD credential and are teaching in a Dual Language Immersion classroom.

16.3.6 Overnight Education Payment

Effective July 1, 2019, a daily payment of \$250.00 (two hundred fifty dollars) shall be paid to members who accompany students on any District approved overnight events or activities.

16.3.7 SDC/RSP/School Nurse/Adapted PE Stipend

Effective July 1, 2023, an annual stipend of \$500 (five hundred dollars) shall be paid to members who hold a Special Education related credential or School Nurse Services Credential. Effective July 1, 2023, an annual stipend of \$4,000 (four thousand dollars) shall be paid to members who hold a Special Education related credential or School Nurse Services Credential and who are in a Special Education or School Nurse assignment. This stipend only applies to members on the Certificated Salary Schedule.

- 16.4 Employees who work less than a full year or a full day shall receive salaries and fringe benefits pro-rated on the basis of their regular annual salaries.
- 16.5 Employees who are required to work more than the employee work year shall be paid at their daily rate of pay or receive compensatory time at the employee's option.
- 16.6 For specified meetings or activities members shall be paid the current extended duty hourly rate as defined on the salary schedule. Optional in-services may be offered without compensation or at a fixed stipend.
- 16.7 The regular payroll period shall be defined as monthly, beginning with the first (1st) of each month. Salary payments shall be made in accordance with California Education Code and aligned to the payroll deadlines and schedules established by the Santa Clara County Office of Education.
- 16.8 Salary Schedule (See attached.)
 - 16.8.1 The annual salary for an employee's work year shall be as provided in Appendix A.
 - 16.8.2 The annual salary for a Speech Therapist and Psychologist's work year shall be as provided in Appendix A.

16.9 Payroll/Compensation Error Resolution

AREA and the district recognize that any amount underpaid by the district to an employee must be recovered by the employee, pursuant to law. This applies to all salary or other monetary issues.

When the district has underpaid an employee, the district shall immediately set about to determine the correct amount to make the employee whole. The district shall make every effort to complete this determination within ten (10) business days. The district shall then make every effort to pay the appropriate amount within ten (10) business days from the date of the determination.

Whenever the underpaying of an employee of any other accounting error occurs which directly results in negative financial repercussions for the employee, the district agrees to pay those costs upon presentation by the employee to the district of appropriate evidence. Examples of "negative financial repercussions for the employee" include: late fees or interest assessed by creditors, overdraft or dishonored check charges.

Such evidence must be provided to the district within 60 days of the error. The district shall make every effort to issue payments to the employee within ten (10) business days from the date appropriate evidence is provided.

ARTICLE XX
EXTENDED YEAR PROGRAM

- 20.1 An Extended Year Program shall be for twenty-two (22) consecutive work days duration, or as prescribed by law.
- 20.2 The calendar for the Extended Year Program shall be as follows:
- April 20th, annually: Applications made by employees to the District
May 15¹ annually: Notification of employees selected, depending on enrollment.
- EYP employees shall have the opportunity to review the IEP's of students whom they will teach.
- 20.2.1 The District will consult with the Association on other timelines needed to comply with this calendar.
- 20.3 Extended Year Salaries
- 20.3.1 The salary for the Extended Year Program shall be the extended duty hourly rate for required instructional time. In addition, there shall be thirty (30) minutes paid preparation time spent on campus for each hour of instructional time. Fifteen minutes of this preparation time may be used for other supervisory duties.
- 20.3.2 Extended Year Program checks shall be paid in accordance with California Education Code and aligned to the payroll deadlines and schedules established by the Santa Clara County Office of Education so long as the payment schedules are consistent with the California Education Code.
- 20.4 The Association and the District shall consult on selection criteria for employees to work in an Extended Year Program.
- 20.5 Extended Year Program Employees shall have one (1) day of paid sick leave. Sick leave unused during the Extended Year Program shall accrue with regular sick leave.
- 20.5.1 When it becomes necessary for an Extended Year Program employee to be absent beyond his/her entitled number of sick days, the District shall pay the full daily rate to the substitute, who is in the bargaining unit.
- 20.6 By the 5th day of instruction, class size for the Extended Year Program shall not exceed legal maximums for each Special Education Program. The class size shall not exceed what is the established maximum stated in Article X.
- 20.7 Extended Year Program employees shall apply for positions as a temporary move from their assigned site or position.

20.7.1 Any reassignment for the purpose of better meeting the needs of the Extended Year Program, is in effect only for that period of time that the Extended Year Program is in session.

20.8 Monitoring of IEP implementation, as required by law, shall occur in an Extended Year Program.

ARTICLE XXI SUMMER SCHOOL

21.1 The teaching calendar for Summer School shall be determined annually by the Superintendent.

21.2 The calendar for Summer School Program shall be as follows:

April 20th annually - Applications for specific programs made by employees to the District. annually
May 14th - Notification of employees selected dependent on enrollment.

21.3 Summer School Salaries

21.3.1 The salary for the Summer School Program shall be the extended duty hourly rate for the required instructional time. In addition, there shall be thirty (30) minutes paid preparation time for each hour of instructional time. Fifteen (15) minutes of this preparation time may be used for other supervisory duties.

21.3.2 Summer School checks shall be paid in accordance with California Education Code and aligned to the payroll deadlines and schedules established by the Santa Clara County Office of Education so long as the payment schedules are consistent with the California Education Code.

21.4 The Superintendent or designee shall consult with the Association concerning Summer School selection criteria.

21.5 Summer School Leave

21.5.1 Summer School employees shall have one (1) day of paid sick leave. Sick leave unused during the summer shall accrue with regular sick leave.

21.5.2 When it becomes necessary for a Summer School employee to be absent beyond his/her one (1) day of paid sick leave, any subsequent absences shall be deducted from the employee's total number of summer school extended duty hours (5 hours/day).

21.6 Summer School Class Size

Class size for the Summer School Program shall not exceed the Contract maximums, after the first week of Summer School.

21.7 Summer School employees shall apply for positions as a temporary move from their assigned site of position.

21.7.1 Any reassignment for the purpose of better meeting the needs of the Summer School Program is in effect only for that period of time that the Summer School Program is in session.

21.8

The Association shall have the right to review records of employment for each Summer School Session reflecting the following:

- Name of employee
- Dates worked

[This will replace the current language in Article XXVII]

27.1 Definitions

27.1.1 "Catastrophic illness or injury" means any illness or injury that incapacitates a unit member for an extended period of time, or that incapacitates a member of the unit member's family, which incapacity requires the unit member to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the unit member because they have exhausted all of their sick leave and other paid time off. Examples of catastrophic illness or injury include, but are not limited to: cancer, heart attacks or strokes, severe respiratory conditions, spinal injuries, emphysema, severe arthritis, severe nervous disorders, and Alzheimer's.

27.1.2 "Day," for the purposes of this Article, means any day a unit member is expected to be on duty as determined by the terms of this Agreement.

27.1.3 "Family member" shall be defined as spouse, registered domestic partner, parent, or child. "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis as long as the child is under eighteen (18) years of age or an adult dependent child. "Parent" means a biological, foster, or adoptive parent, a step parent, or a legal guardian.

27.4 "Eligible leave credits" means sick leave accrued to the donating employee.

27.2 Eligibility and Contributions

27.2.1 Unit members on active duty with the District who have a minimum of ten (10) days of accrued sick leave are eligible to contribute to the Catastrophic Leave Bank.

27.2.2 Participation is voluntary. Only contributors will be permitted to withdraw from the Bank.

27.2.3 Unit members who elect not to join the Catastrophic Leave Bank upon first becoming eligible must wait until the following year's open enrollment period to join and are not eligible to withdraw from the Bank until they are enrolled.

27.2.4 The contribution, on the appropriate form, shall be authorized by the unit member and continued from year to year until canceled by the unit member.

27.2.5 Cancellation occurs automatically whenever a unit member is unable to make their annual contribution. Cancellation, on the proper form, may be effected at any time and the unit member shall not be eligible to draw from the Bank as of the effective date of the cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned upon cancellation.

27.2.6 Contributions shall be made between July 1 and October 1 of each year. Eligible unit members returning from extended leave, which included the enrollment period, and eligible new hires are permitted to contribute within 30 calendar days of resuming or beginning work.

27.2.7 The rate of contribution by each participating unit member shall be limited to one (1) day of sick leave every other year. Contributions are irrevocable.

27.2.8 Part-time unit members may contribute and use catastrophic leave on a pro-rata basis.

27.3 Withdrawal from the Bank

27.3.1 Catastrophic Leave Bank participants whose sick leave is exhausted may withdraw from the Bank for catastrophic illness or injury.

27.3.2 Unit members must use all sick leave, but not differential leave, available to them before being eligible for a withdrawal from the Bank. Participants who are approved and who have exhausted all accrued sick leave are entitled to supplement their differential leave with Catastrophic Leave charged at one-half day increments.

27.3.3 Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than twenty (20) days. Unit members may submit requests for extensions of withdrawals as their prior grants expire. A unit member's withdrawal from the bank may not exceed the statutory maximum period of twelve consecutive months.

27.3.4 Unit members applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work.

27.3.5 If a unit member has drawn twenty (20) Catastrophic Leave Bank days and requests an extension, the Assistant Superintendent for Human Resources may require a medical review by a physician of the District's choice at the unit member's expense. Refusal to submit to the medical review will terminate the unit member's continued withdrawal from the Bank. The Assistant Superintendent for Human Resources may deny an extension of withdrawal from the Catastrophic Leave Bank based upon the medical report.

27.3.6 Catastrophic leave credits shall not be used for illness or injury which qualify the unit member for workers' compensation benefits.

27.3.7 If the unit member may be eligible for a Disability Award or a Retirement under STRS or, if applicable, Social Security, the District may require the unit member to apply for disability or retirement. Failure of the unit member to submit a complete application, including medical information provided by the unit member's physician, within twenty (20) calendar days of the request shall disqualify the unit member from further Catastrophic Leave Bank payments. Any requests for additional medical information from STRS and Social Security shall be submitted within ten (10) days or the unit member's entitlement to Catastrophic Leave Bank payments will cease.

27.3.8 If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the District is under no obligation to pay the participant any funds whatsoever. If a request for withdrawal is denied because of insufficient days to fund the request, the District shall notify the unit member, in writing, of the reason for the denial.

27.3.9 Catastrophic Leave Bank unit member participants who are denied a withdrawal or whose withdrawal is not renewed or terminated may, within ten (10) days of denial, appeal, in writing, to the Superintendent. The Superintendent shall hold a hearing within fifteen (15) days. The Superintendent shall issue a confidential written decision within fifteen (15) workdays of the hearing. If the unit member's incapacitation does not allow

participation in this appeal process, the unit member's agent or member of the family may process the appeal.

27.3.10 Approval or denial of catastrophic leave requests shall be final and not subject to grievance.

27.3.11 Participants and applicants shall complete the form attached in Appendix A.

27.3.12 Unit members do not accrue sick leave while using catastrophic leave credits. If the catastrophic illness or injury crosses over into a new school year, the unit member shall first exhaust all newly accrued sick leave before drawing down any remaining balance of approved Catastrophic Leave Bank Days.

27.4 Administration of the Bank

27.4.1 The Human Resources office shall maintain the records of the Catastrophic Leave Bank, receive withdrawal requests, verify the validity of requests, approve or deny the requests, and communicate its decision, in writing, to the unit member participants.

27.4.2 The District shall approve all properly submitted requests complying with the terms of this Article on a first come first served basis. Withdrawals may not be denied on the basis of the type of illness or injury, except as provided in this Article. The District may confer with the Association president as needed.


27.4.3 In the event the parties agree to discontinue the Bank, the parties will negotiate how the hours donated will be returned to the donating unit members.

27.4.4 The Association shall indemnify and hold the District harmless from any and all claims, demands or suits, or other action arising from the District's implementation and administration of Article 27.4.3 "Catastrophic Leave Bank", including reasonable attorney fees and costs. The Association as the indemnitor shall have the exclusive right to decide and determine which matters shall or shall not be compromised, resisted, defended, tried or appealed.

Signed by:


A4AA2EEF21D2C485...

Cesar Torrico Date

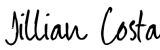
Signed by:

4EC3731329134B5...

Sandra Rivera Date


AREA
President

Signed by:

56E502E9AD8245F...

Tony Colonna Date

Signed by:

586D6EGG626F461...

Jillian Costa Date

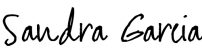
Signed by:

6D1F8078C2524DD...

Teresa Decelles Date


Signed by:

70F6E09070947F...

Danielle D'ambrosio Date

Signed by:

10E8D6C86D574F8...

Sandra Garcia Date


DocuSigned by:

6DACF9A453454AB...

Ryan Jaeger Date

DocuSigned by:

39DCB8E2A30445C...

Doug Kleinhenz Date


Signed by:

E87E978B04A64C3...

Lonny Lovins Date

DocuSigned by:

6A84A6FE1C3547A...

Cyndi MacDonald Date

Signed by:

856B4CC907B14A6...

Peter Tappeiner Date